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CREDIT NUMBER 2394 IN

Project Agreement

(Family Welfare (Urban Slums) Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

STATE OF ANDHRA PRADESH
STATE OF KARNATAKA
STATE OF WEST BENGAL

Dated FEBRUARY 4, 1994

PROJECT AGREEMENT

AGREEMENT, dated FEBRUARY 4, 1994 between INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) and THE STATES OF ANDHRA PRADESH, KARNATAKA AND WEST BENGAL, acting by their respective Governors, (referred to collectively hereinafter as Project States).

WHEREAS (A) by the Development Credit Agreement of even date herewith between India, acting by its President (the Borrower) and the Association (the Development Credit Agreement), the Association has agreed to make available to the Borrower an amount in various currencies equivalent to fifty seven million seven hundred thousand Special Drawing Rights (SDR 57,740,000), on the terms and conditions set forth in the Development Credit Agreement, but only on condition that the Project States agree to undertake such obligations toward the Association as are set forth in this Agreement;

WHEREAS the Project States, in consideration of the Association's entering into the Development Credit Agreement with the Borrower have agreed to undertake the obligations set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Development Credit Agreement, the Preamble thereto, and in the General Conditions (as so defined in the Development Credit Agreement) have the respective meanings therein set forth.

ARTICLE II

Execution of the Project

9/15 | Section 2.01. (a) The Project States declare their commitment to the objectives of the Project as set forth in Schedule 2 to the Development Credit Agreement, and, to this end, shall carry out or cause to be carried out activities under Part A of the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, health and family welfare practices, and shall provide, or cause to be provided, promptly as needed, the

funds, facilities, services and other resources required for Part A of the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Association shall otherwise agree, the Project States shall carry out or cause to be carried out their activities under the Project in accordance with the Implementation Program set forth in Schedule 1 to this Agreement.

Section 2.02. Except as the Association shall otherwise agree, procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 1 to this Agreement.

Section 2.03. Each Project State shall carry out, or cause to be carried out, the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions applicable to the Development Credit Agreement (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Project Agreement and Part A of the Project carried out by each of them respectively.

Section 2.04. (a) Each Project State shall, at the request of the Association, exchange views with the Association with regard to the progress of the Project, the performance of its obligations under this Agreement, and other matters relating to the purposes of the Credit.

(b) Each Project State shall promptly inform the Association of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the Credit, or the performance by each Project State of its respective obligations under this Agreement.

ARTICLE III

Financial Covenants

Section 3.01. (a) The Project States shall maintain or cause to be maintained records and accounts adequate to reflect in accordance with sound accounting practices their operations, resources and expenditures in respect of activities related to their respective role in Part A of the Project, of the Project Cities,

departments or agencies of the Project States responsible for carrying out the Project or any part thereof.

(b) Each Project State shall:

- (i) cause the records and accounts referred to in paragraph (a) of this Section for each financial year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;
- (ii) cause to be furnished to the Association as soon as available, but in any case not later than nine months after the end of each such year, certified copies of the report of such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and
- (iii) cause to be furnished to the Association such other information concerning said records, accounts and the audit thereof, as the Association shall from time to time reasonably request.

ARTICLE IV

Effective Date; Termination; Cancellation and Suspension

Section 4.01. This Agreement shall come into force and effect on the date upon which the Development Credit Agreement becomes effective.

Section 4.02. (a) This Agreement and all obligations of the Association and of the Project States thereunder shall terminate on the earlier of the following two dates:

- (i) the date on which the Development Credit Agreement shall have terminated in accordance with its terms; or
- (ii) the date twenty (20) years after the date of this Agreement.

(b) If the Development Credit Agreement terminates in accordance with its terms before the date specified in paragraph (a) (ii) of this Section, the Association shall promptly notify the Project States of this event.

Section 4.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions applicable to the Development Credit Agreement.

ARTICLE V

Miscellaneous Provisions

Section 5.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Association:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INDEVAS
Washington, D.C.

Telex:

197688 (TRT)
248423 (RCA)
64145 (WUI) or
82987 (FTCC)

1975 -

For Andhra Pradesh:

Secretary to the Government of Andhra Pradesh
Department of Health, Medical and Family Welfare
Secretariat
Hyderabad, Andhra Pradesh
India

Telex:

0425-6608

For Karnataka:

Secretary to the Government of Karnataka
Department of Health and Family Welfare
Stage II Multistorey Building
Doctor Ambadekar Veedhi
Bangalore 560001
Karnataka, India

Telex:

0845-8680

For West Bengal:

Secretary to the Government of West Bengal
Department of Health and Family Welfare
Writers Building
Calcutta 700001, India

Telex:

258-262

Section 5.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of each Project State may be taken or executed by a Secretary of such Project State or such other person or persons as the respective Project States shall designate in writing; and each Project State shall furnish to the Association sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 5.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the District of Columbia, United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ D. JOSEPH WOOD
Regional Vice President
South Asia

STATE OF ANDHRA PRADESH
STATE OF KARNATAKA
STATE OF WEST BENGAL

By /s/ N. VALLURI
Authorized Representative

SCHEDULE 1

Procurement and Consultants' Services

Section 1: Procurement of Goods and Works

Part A: International Competitive Bidding

Except as provided in Part C hereof, goods shall be procured under contracts awarded in accordance with procedures consistent with those set forth in Sections I and II of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in May 1985 (the Guidelines).

Part B: Preference for Domestic Manufacturers

In the procurement of goods in accordance with the procedures described in Part A hereof, goods manufactured in India may be granted a margin of preference in accordance with, and subject to, the provisions of paragraphs 2.55 and 2.56 of the Guidelines and paragraphs 1 through 6 of Appendix 2 thereto.

Part C: Other Procurement Procedures

1. (a) Except as provided in sub-paragraph (b) hereof, contracts for civil works shall be awarded on the basis of competitive bidding, advertised locally, in accordance with procedures satisfactory to the Association.

(b) Civil works, estimated to cost less than \$50,000 equivalent each, up to an aggregate amount not exceeding \$7,150,000 equivalent, may be carried out by force account, direct contracting or under quotations solicited from a list of at least three contractors eligible under the Guidelines, in accordance with procedures satisfactory to the Association.

2. (a) Except as provided in sub-paragraph (b) hereof, equipment, vehicles, furniture, medicines, and Maternal and Child Health materials estimated to cost less than the equivalent of \$200,000 per contract, up to an aggregate amount not exceeding \$20,100,000 equivalent, may be procured under contracts awarded on the basis of competitive bidding, advertised locally, in accordance with procedures satisfactory to the Association.

() Equipment, medicine, books, IEC and Maternal and Child Health materials, estimated to cost less than the equivalent of \$50,000 per contract, up to an aggregate amount not exceeding \$10,600,000 equivalent, may be procured under quotations solicited from a list of at least three suppliers, in accordance with procedures satisfactory to the Association.

Part D: Review by the Association of Procurement Decisions

1. Review of invitations to bid and of proposed awards and final contracts:

(a) With respect to each contract estimated to cost the equivalent of \$200,000 or more, the procedures set forth in paragraphs 2 and 4 of Appendix 1 to the Guidelines shall apply. Where payments for such contract are to be made out of the Special Account, such procedures shall be modified to ensure that the two conformed copies of the contract required to be furnished to the Association pursuant to said paragraph 2 (d) shall be furnished to the Association prior to the making of the first payment out of the Special Account in respect of such contract.

(b) With respect to each contract not governed by the preceding paragraph, the procedures set forth in paragraphs 3 and 4 of Appendix 1 to the Guidelines shall apply. Where payments for such contract are to be made out of the Special Account, such procedures shall be modified to ensure that the two conformed copies of the contract together with the other information required to be furnished to the Association pursuant to said paragraph 3 shall be furnished to the Association as part of the evidence to be furnished pursuant to paragraph 4 of Schedule 3 to the Development Credit Agreement.

(c) The provisions of the preceding subparagraph (b) shall not apply to contracts on account of which the Association has authorized withdrawals from the Credit Account on the basis of statements of expenditure. Such contracts shall be retained in accordance with Section 4.01 (c) (ii) of the Development Credit Agreement.

2. The figure of 15% is hereby specified for purposes of paragraph 4 of Appendix 1 to the Guidelines.

Section II: Employment of Consultants

1. In order to assist the Project States and the Borrower in carrying out the Project, each of them shall employ or cause to be employed consultants whose qualifications, experience and terms and conditions of employment shall be satisfactory to the Association. Such consultants shall be selected in accordance with principles and procedures satisfactory to the Association on the basis of the "Guidelines for the Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency" published by the Bank in August 1981.

SCHEDULE 2

Implementation Program

1. The Project States shall cause the Project Cities (a) to furnish to the Association by June 30, 1994, baseline surveys and beneficiary and community needs assessments with format and content satisfactory to the Association; and (b) promptly thereafter suitably adjust the hours of operation of health facilities located in slum areas in its jurisdiction so as to be fully responsive to the findings of the above beneficiary and community needs assessment.

2. The Project States shall cause the Project Cities to (a) provide in accordance with a time schedule agreed with the Association and thereafter maintain adequate salaried staff and honorary health workers, and other resources as shall be necessary to ensure the effectiveness of its outreach programs under the Project; and (b) establish within its family welfare department or agency in accordance with a time schedule agreed with the Association and thereafter maintain cells with adequate staff and other resources with responsibility for planning, implementing and training programs in each of the following areas: IEC, management information systems, grants in-aid to PVOs and PMPs, women in development and accounting and auditing.

3. The Project States shall cause the Project Cities to furnish to the Association by January 31 of each year, commencing January 31, 1995, a report on the following for review and comment, and thereafter duly take into account any comments provided by the Association in respect thereof: (a) annual plans for civil works, training and IEC in respect of its immediately succeeding financial year; and (b) progress achieved during the previous year in basic education for females.

4. The Project States shall cause the Project Cities to (a) establish by January 31, 1995 community-based management committees for facilities and programs developed under the Project; and (b) institute no later than April 1, 1995 such measures as shall generate resources from the direct beneficiaries of said facilities and programs to support a portion of the operation and maintenance costs thereof, including medicines.

5. The Project States shall cause the Project Cities to establish by June 30, 1994, IEC Program Planning and Implementation Committees with membership and terms of reference satisfactory to the Association.

6. The Project States shall cause the Project Cities to (a) develop by June 30, 1994, a program of measures to improve compliance with the Borrower's Child Marriage Restraint Act, 1929, as amended; and (b) furnish to the Association by January 31, 1995, and by January 31 each year thereafter, a report for review and comment by the Association on the steps taken in the previous year towards said improvement.

7. The Project States shall cause the Project Cities to (a) prepare in accordance with terms of reference agreed with the Association and furnish to the Association for review and comment by January 31, 1995, a City Health Plan covering the area under its jurisdiction; and (b) discuss said Plan with the Association including proposed actions for implementing such Plan.

8. The Project States shall cause the Project Cities in consultation with the concerned Project State and the Borrower, to prepare and furnish to the Association for its approval prior to their implementation, all proposed innovative schemes under Part A (v) of the Project.

9. Without prejudice to any of its obligations under this Agreement or the Development Credit Agreement, each Project State shall (a) utilize key indicators agreed with the Association for evaluating performance of the Project; and (b) use rapid low cost studies, as agreed with the Association, for the purposes of such evaluation.

10. The Borrower and the Project States shall furnish or cause to be furnished to the Association by December 31, 1996 a mid-term review of the progress of the Project.

CREDIT NUMBER 2394 IN
(Amendment)

Agreement Amending Project Agreement

(Family Welfare (Urban Slums) Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

STATE OF ANDHRA PRADESH
STATE OF KARNATAKA
STATE OF WEST BENGAL

Dated *August 21*, 2000

CREDIT NUMBER 2394 IN
(Amendment)

AGREEMENT AMENDING
PROJECT AGREEMENT

AGREEMENT, dated *August 21*, 2000, between the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) and the STATES OF ANDHRA PRADESH, KARNATAKA AND WEST BENGAL, acting by their respective Governors (the Project States).

WHEREAS (A) by the Development Credit Agreement dated February 4, 1994 (the Development Credit Agreement) between India (the Borrower) and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to fifty-seven million seven hundred thousand Special Drawing Rights (SDR 57,700,000) (the Credit) to assist in financing the Project described in Schedule 2 to the Development Credit Agreement;

(B) by the Project Agreement dated February 4, 1994 (the Project Agreement) between the Association and the Project States, the Project States have agreed to undertake certain obligations in respect of the carrying out of Part A of the Project;

(C) project cost savings have arisen under the Project due to, inter alia, foreign exchange rate changes and the availability of alternative sources of funding for certain expenditures previously agreed to be financed out of the proceeds of the Credit;

(D) the Borrower has requested the Association to agree to use these project cost savings under the Project to finance (i) the costs of carrying out certain activities under Part A of the Project in certain additional cities and towns in the Project States and (ii) the costs of improving logistics systems for urban family welfare services in the States of Tamil Nadu and Uttar Pradesh, and the Association, after due consideration, has agreed to this request, but only on condition that (a) the Borrower agree to undertake certain additional obligations toward the Association, (b) the Project States agree to undertake certain additional obligations toward the Association and (c) the States of Tamil Nadu and Uttar Pradesh agree to undertake certain obligations toward the Association; and

WHEREAS the Project States, in consideration of the Association's agreement to finance the costs of carrying out those additional activities in the Project States, have agreed to undertake those additional obligations toward the Association and, to this end, to amend the Project Agreement as set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree to amend the Project Agreement as follows:

ARTICLE IV

Effective Date; Termination; Cancellation and Suspension

A new Section 4.04 is added and reads as follows:

"Section 4.04. The Agreement Amending Project Agreement shall come into force and effect on the date upon which the Agreement Amending Development Credit Agreement becomes effective."

SCHEDULE 1

Procurement and Consultants' Services

1. The words "up to an aggregate amount not exceeding \$15,000,000 equivalent" are substituted for the words "up to an aggregate amount not exceeding \$10,600,000 equivalent" in paragraph 2(b) of Part C of Section 1.
2. The words ", Tamil Nadu, Uttar Pradesh" are added after the words "Project States" in paragraph 1 of Section II.

SCHEDULE 2

Implementation Program

New paragraphs 11, 12 and 13 are added and read as follows:

"11. The Project States shall ensure that only the drugs and medical equipment appearing on the lists agreed with the Association shall be financed out of the proceeds of the Credit. The Project States shall obtain the prior consent of the Association to purchase out of the proceeds of the Credit any drugs and medical equipment otherwise eligible for financing under the Credit but not appearing on such lists.

12. Without prejudice to any of its obligations under this Agreement or the Development Credit Agreement, each Project State shall cause the Project Cities of such Project State, other than BCC, CMDA and MCH, to carry out Part A of the Project in accordance with the New Project Cities Project Implementation Plan of such Project State in a manner satisfactory to the Association.

13. With respect to any Project City designated by the Association to be eligible for participating in the carrying out of Part A of the Project pursuant to Section 1.02(k) of the Development Credit Agreement after the date of the Agreement Amending Development Credit Agreement, the Project State of such Project City shall: (i) within thirty (30) days of such designation by the Association, submit to the Association an implementation plan satisfactory to the Association, setting forth the specific activities to be carried out by such Project City under Part A of the Project and the budgets and time schedules therefor; and (ii) thereafter cause such Project City to carry out those activities in accordance with such implementation plan in a manner satisfactory to the Association."

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in New Delhi, India, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ Edwin Lim

Country Director, India

STATE OF ANDHRA PRADESH

By /s/ Nitam Sawhney

Authorized Representative

STATE OF KARNATAKA

By /s/ A. Sengupta

Authorized Representative

STATE OF WEST BENGAL

By /s/ Debasis Sen

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

CERTIFICATE

I hereby certify that the foregoing is a true copy
of the original in the archives of the International
Development Association.

A handwritten signature in cursive script, appearing to read "K. P. ...", is written above a horizontal line.

FOR SECRETARY

CREDIT NUMBER 2394 IN
(Amendment)

Uttar Pradesh Agreement

(Family Welfare (Urban Slums) Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

STATE OF UTTAR PRADESH

Dated *August 21*, 2000

UTTAR PRADESH AGREEMENT

AGREEMENT, dated *August 21*, 2000, between the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) and the STATE OF UTTAR PRADESH, acting by its Governor (Uttar Pradesh).

WHEREAS (A) by the Development Credit Agreement dated February 4, 1994 (the Development Credit Agreement) between India (the Borrower) and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to fifty-seven million seven hundred thousand Special Drawing Rights (SDR 57,700,000) (the Credit) to assist in financing the Project described in Schedule 2 to the Development Credit Agreement;

(B) by the Project Agreement dated February 4, 1994 (the Project Agreement) between the Association and the States of Andhra Pradesh, Karnataka and West Bengal (the Project States), the Project States have agreed to undertake certain obligations in respect of the carrying out of Part A of the Project;

(C) project cost savings have arisen under the Project due to, inter alia, foreign exchange rate changes and the availability of alternative sources of funding for certain expenditures previously agreed to be financed out of the proceeds of the Credit;

(D) the Borrower has requested the Association to agree to use these project cost savings under the Project to finance (i) the costs of carrying out certain activities under Part A of the Project in certain additional cities and towns in the Project States and (ii) the costs of improving logistics systems for urban family welfare services in the States of Tamil Nadu and Uttar Pradesh, and the Association, after due consideration, has agreed to this request, but only on condition that (a) the Borrower agree to undertake certain additional obligations toward the Association, (b) the Project States agree to undertake certain additional obligations toward the Association and (c) the States of Tamil Nadu and Uttar Pradesh agree to undertake certain obligations toward the Association; and

WHEREAS Uttar Pradesh, in consideration of the Association's agreement to finance the costs of carrying out those activities in Uttar Pradesh, has agreed to undertake those obligations toward the Association and, to this end, to enter into this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Development Credit Agreement, the Preamble thereto, and in the General Conditions (as so defined in the Development Credit Agreement) have the respective meanings therein set forth.

ARTICLE II

Execution of the Project

Section 2.01. (a) Uttar Pradesh declares its commitment to the objective of the Project as set forth in Schedule 2 to the Development Credit Agreement, and, to this end, shall carry out or cause to be carried out activities under Part C of the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, health and family welfare practices, and shall provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for Part C of the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Association shall otherwise agree, Uttar Pradesh shall carry out or cause to be carried out its activities under the Project in accordance with the Implementation Program set forth in the Schedule to this Agreement.

Section 2.02. Except as the Association shall otherwise agree, procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 1 to the Project Agreement.

Section 2.03. Uttar Pradesh shall carry out, or cause to be carried out, the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Uttar Pradesh Agreement and Part C of the Project carried out by it.

Section 2.04. (a) Uttar Pradesh shall, at the request of the Association, exchange views with the Association with regard to the progress of the Project, the performance of its obligations under this Agreement and other matters relating to the purposes of the Credit.

(b) Uttar Pradesh shall promptly inform the Association of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the Credit, or the performance by Uttar Pradesh of its obligations under this Agreement.

ARTICLE III

Financial Covenants

Section 3.01. (a) Uttar Pradesh shall maintain or cause to be maintained records and accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of activities related to Part C of the Project of the departments or agencies of Uttar Pradesh responsible for carrying out the Project or any part thereof.

(b) Uttar Pradesh shall:

- (i) cause the records and accounts referred to in paragraph (a) of this Section for each financial year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;
- (ii) cause to be furnished to the Association as soon as available, but in any case not later than nine months after the end of each such year, certified copies of the report of such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and
- (iii) cause to be furnished to the Association such other information concerning said records, accounts and the audit thereof, as the Association shall from time to time reasonably request.

ARTICLE IV

Effective Date; Termination; Cancellation and Suspension

Section 4.01. This Agreement shall come into force and effect on the date upon which the Agreement Amending Development Credit Agreement becomes effective.

Section 4.02. (a) This Agreement and all obligations of the Association and of Uttar Pradesh thereunder shall terminate on the earlier of the following two dates:

- (i) the date on which the Development Credit Agreement shall have terminated in accordance with its terms; or
- (ii) the date twenty (20) years after the date of this Agreement.

(b) If the Development Credit Agreement terminates in accordance with its terms before the date specified in paragraph (a) (ii) of this Section, the Association shall promptly notify Uttar Pradesh of this event.

Section 4.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions.

ARTICLE V

Miscellaneous Provisions

Section 5.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Association:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

Telex:

INDEVAS
Washington, D.C.

248423 (MCI) or
64145 (MCI)

For Uttar Pradesh:

Secretary to the Government of Uttar Pradesh
Department of Medical, Health and Family Welfare
Vikas Bhavan, Janpath
Lucknow 226001, India

Section 5.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of Uttar Pradesh may be taken or executed by a Secretary of Uttar Pradesh or such other person or persons as Uttar Pradesh shall designate in writing, and Uttar Pradesh shall furnish to the Association sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 5.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in New Delhi, India, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By */s/ Edwin Kim*

Country Director, India

STATE OF UTTAR PRADESH

By */s/ G. D. Maheshwari*

Authorized Representative

SCHEDULE

Implementation Program

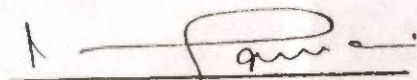
1. Without prejudice to any of its obligations under this Agreement or the Development Credit Agreement, Uttar Pradesh shall utilize key performance indicators agreed with the Association for evaluating its performance of the Project.

2. Without prejudice to any of its obligations under this Agreement or the Development Credit Agreement, Uttar Pradesh shall carry out Part C of the Project in accordance with the Uttar Pradesh Project Implementation Plan in a manner satisfactory to the Association.

INTERNATIONAL DEVELOPMENT ASSOCIATION

CERTIFICATE

**I hereby certify that the foregoing is a true copy
of the original in the archives of the International
Development Association.**

A handwritten signature in black ink, appearing to be "K. F. ...", written over a horizontal line.

FOR SECRETARY

STATE OF UTTAR PRADESH

August 21, 2000

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Re: INDIA: Credit No. 2394-IN (Amendment)
(Family Welfare (Urban Slums) Project)
Performance Monitoring Indicators

Dear Sirs and Mesdames:

This refers to paragraph 1 of the Schedule to the Uttar Pradesh Agreement of even date herewith between the International Development Association (the Association) and the State of Uttar Pradesh (Uttar Pradesh) for the above-referenced Project.

Unless otherwise agreed with the Association, Uttar Pradesh shall utilize the performance monitoring indicators attached to this letter for evaluating its performance of the Project.

Very truly yours,

STATE OF UTTAR PRADESH

By /s/ G. D. Maheshwari _____
Authorized Representative

Attachment: Performance Monitoring Indicators

Performance Monitoring Indicators:

Development Indicator	Definition	Data Sources	Baseline Data	Goal for 2001
Establishment of satisfactory funds flow mechanism to ensure sustainability	% of states which established independent societies for the Logistic support project	Assessment by GOI	1	4
% of drug distribution centers having critical inputs	% of facilities having critical inputs defined as a) staff b) equipment c) Transportation arrangements	Assessment by specialized institutions	Nil	60%
% of Key personnel trained in Logistics	% of personnel with key responsibility for procurement, storage and distribution of contraceptive and MCH commodities	Assessment by specialized institutions	Nil	60%
% of states using scientific logistic management systems	% of facilities using LMIS to ensure timely supply of MCH supplies, vaccines and contraceptives following FIFO and FEFO principles	Assessment by specialized institutions, Facility surveys	Nil	60%

CREDIT NUMBER 2394 IN
(Amendment)

Tamil Nadu Agreement

(Family Welfare (Urban Slums) Project)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

STATE OF TAMIL NADU

Dated *August 21*, 2000

CREDIT NUMBER 2394 IN
(Amendment)

TAMIL NADU AGREEMENT

AGREEMENT, dated *August 21*, 2000, between the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association) and the STATE OF TAMIL NADU, acting by its Governor (Tamil Nadu).

WHEREAS (A) by the Development Credit Agreement dated February 4, 1994 (the Development Credit Agreement) between India (the Borrower) and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to fifty-seven million seven hundred thousand Special Drawing Rights (SDR 57,700,000) (the Credit) to assist in financing the Project described in Schedule 2 to the Development Credit Agreement;

(B) by the Project Agreement dated February 4, 1994 (the Project Agreement) between the Association and the States of Andhra Pradesh, Karnataka and West Bengal (the Project States), the Project States have agreed to undertake certain obligations in respect of the carrying out of Part A of the Project;

(C) project cost savings have arisen under the Project due to, inter alia, foreign exchange rate changes and the availability of alternative sources of funding for certain expenditures previously agreed to be financed out of the proceeds of the Credit;

(D) the Borrower has requested the Association to agree to use these project cost savings under the Project to finance (i) the costs of carrying out certain activities under Part A of the Project in certain additional cities and towns in the Project States and (ii) the costs of improving logistics systems for urban family welfare services in the States of Tamil Nadu and Uttar Pradesh, and the Association, after due consideration, has agreed to this request, but only on condition that (a) the Borrower agree to undertake certain additional obligations toward the Association, (b) the Project States agree to undertake certain additional obligations toward the Association and (c) the States of Tamil Nadu and Uttar Pradesh agree to undertake certain obligations toward the Association; and

WHEREAS Tamil Nadu, in consideration of the Association's agreement to finance the costs of carrying out those activities in Tamil Nadu, has agreed to undertake those obligations toward the Association and, to this end, to enter into this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Unless the context otherwise requires, the several terms defined in the Development Credit Agreement, the Preamble thereto, and in the General Conditions (as so defined in the Development Credit Agreement) have the respective meanings therein set forth.

ARTICLE II

Execution of the Project

Section 2.01. (a) Tamil Nadu declares its commitment to the objective of the Project as set forth in Schedule 2 to the Development Credit Agreement, and, to this end, shall carry out or cause to be carried out activities under Part C of the Project with due diligence and efficiency and in conformity with appropriate administrative, financial, health and family welfare practices, and shall provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for Part C of the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Association shall otherwise agree, Tamil Nadu shall carry out or cause to be carried out its activities under the Project in accordance with the Implementation Program set forth in the Schedule to this Agreement.

Section 2.02. Except as the Association shall otherwise agree, procurement of the goods, works and services required for the Project and to be financed out of the proceeds of the Credit shall be governed by the provisions of Schedule 1 to the Project Agreement.

Section 2.03. Tamil Nadu shall carry out, or cause to be carried out, the obligations set forth in Sections 9.03, 9.04, 9.05, 9.06, 9.07 and 9.08 of the General Conditions (relating to insurance, use of goods and services, plans and schedules, records and reports, maintenance and land acquisition, respectively) in respect of the Tamil Nadu Agreement and Part C of the Project carried out by it.

Section 2.04. (a) Tamil Nadu shall, at the request of the Association, exchange views with the Association with regard to the progress of the Project, the performance of its obligations under this Agreement and other matters relating to the purposes of the Credit.

(b) Tamil Nadu shall promptly inform the Association of any condition which interferes or threatens to interfere with the progress of the Project, the accomplishment of the purposes of the Credit, or the performance by Tamil Nadu of its obligations under this Agreement.

ARTICLE III

Financial Covenants

Section 3.01. (a) Tamil Nadu shall maintain or cause to be maintained records and accounts adequate to reflect in accordance with sound accounting practices the operations, resources and expenditures in respect of activities related to Part C of the Project of the departments or agencies of Tamil Nadu responsible for carrying out the Project or any part thereof.

(b) Tamil Nadu shall:

- (i) cause the records and accounts referred to in paragraph (a) of this Section for each financial year audited, in accordance with appropriate auditing principles consistently applied, by independent auditors acceptable to the Association;
- (ii) cause to be furnished to the Association as soon as available, but in any case not later than nine months after the end of each such year, certified copies of the report of such audit by said auditors, of such scope and in such detail as the Association shall have reasonably requested; and
- (iii) cause to be furnished to the Association such other information concerning said records, accounts and the audit thereof, as the Association shall from time to time reasonably request.

ARTICLE IV

Effective Date; Termination; Cancellation and Suspension

Section 4.01. This Agreement shall come into force and effect on the date upon which the Agreement Amending Development Credit Agreement becomes effective.

Section 4.02. (a) This Agreement and all obligations of the Association and of Tamil Nadu thereunder shall terminate on the earlier of the following two dates:

- (i) the date on which the Development Credit Agreement shall have terminated in accordance with its terms; or
- (ii) the date twenty (20) years after the date of this Agreement.

(b) If the Development Credit Agreement terminates in accordance with its terms before the date specified in paragraph (a) (ii) of this Section, the Association shall promptly notify Tamil Nadu of this event.

Section 4.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the General Conditions.

ARTICLE V

Miscellaneous Provisions

Section 5.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For the Association:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

Telex:

INDEVAS
Washington, D.C.

248423 (MCI) or
64145 (MCI)

For Tamil Nadu:

Secretary to the Government of Tamil Nadu
Department of Health and Family Welfare
Fort St. George
Chennai 600009, India

Section 5.02. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement on behalf of Tamil Nadu may be taken or executed by a Secretary of Tamil Nadu or such other person or persons as Tamil Nadu shall designate in writing, and Tamil Nadu shall furnish to the Association sufficient evidence of the authority and the authenticated specimen signature of each such person.

Section 5.03. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in New Delhi, India, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By */s/ Edwin Lim*

Country Director, India

STATE OF TAMIL NADU

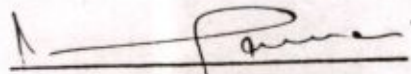
By */s/ Sameer Vyas*

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

CERTIFICATE

I hereby certify that the foregoing is a true copy
of the original in the archives of the International
Development Association.

A handwritten signature in black ink, appearing to read "A. F. ...", is written over a horizontal line.

FOR SECRETARY

STATE OF TAMIL NADU

August 21, 2000

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Re: INDIA: Credit No. 2394-IN (Amendment)
(Family Welfare (Urban Slums) Project)
Performance Monitoring Indicators

Dear Sirs and Mesdames:

This refers to paragraph 1 of the Schedule to the Tamil Nadu Agreement of even date herewith between the International Development Association (the Association) and the State of Tamil Nadu (Tamil Nadu) for the above-referenced Project.

Unless otherwise agreed with the Association, Tamil Nadu shall utilize the performance monitoring indicators attached to this letter for evaluating its performance of the Project.

Very truly yours,

STATE OF TAMIL NADU

By/s/ Sameer Vyas _____
Authorized Representative

Attachment: Performance Monitoring Indicators

Performance Monitoring Indicators:

Development Indicator	Definition	Data Sources	Baseline Data	Goal for 2001
Establishment of satisfactory funds flow mechanism to ensure sustainability	% of states which established independent societies for the Logistic support project	Assessment by GOI	1	4
% of drug distribution centers having critical inputs	% of facilities having critical inputs defined as a) staff b) equipment c) Transportation arrangements	Assessment by specialized institutions	Nil	60%
% of Key personnel trained in Logistics	% of personnel with key responsibility for procurement, storage and distribution of contraceptive and MCH commodities	Assessment by specialized institutions	Nil	60%
% of states using scientific logistic management systems	% of facilities using LMIS to ensure timely supply of MCH supplies, vaccines and contraceptives following FIFO and FEFO principles	Assessment by specialized institutions, Facility surveys	Nil	60%



CREDIT NUMBER 2394 IN
(Amendment)

Agreement Amending Development Credit Agreement

(Family Welfare (Urban Slums) Project)

between

INDIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated

August 31, 2000

CREDIT NUMBER 2394 IN
(Amendment)

AGREEMENT AMENDING
DEVELOPMENT CREDIT AGREEMENT

AGREEMENT, dated *August 21*, 2000, between INDIA, acting by its President (the Borrower) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association).

WHEREAS (A) by the Development Credit Agreement dated February 4, 1994 (the Development Credit Agreement) between the Borrower and the Association, the Association has agreed to make available to the Borrower an amount in various currencies equivalent to fifty-seven million seven hundred thousand Special Drawing Rights (SDR 57,700,000) (the Credit) to assist in financing the Project described in Schedule 2 to the Development Credit Agreement;

(B) by the Project Agreement dated February 4, 1994 (the Project Agreement) between the Association and the States of Andhra Pradesh, Karnataka and West Bengal (the Project States), the Project States have agreed to undertake certain obligations in respect of the carrying out of Part A of the Project;

(C) project cost savings have arisen under the Project due to, inter alia, foreign exchange rate changes and the availability of alternative sources of funding for certain expenditures previously agreed to be financed out of the proceeds of the Credit;

(D) the Borrower has requested the Association to agree to use these project cost savings under the Project to finance (i) the costs of carrying out certain activities under Part A of the Project in certain additional cities and towns in the Project States and (ii) the costs of improving logistics systems for urban family welfare services in the States of Tamil Nadu and Uttar Pradesh, and the Association, after due consideration, has agreed to this request, but only on condition that (a) the Borrower agree to undertake certain additional obligations toward the Association, (b) the Project States agree to undertake certain additional obligations toward the Association and (c) the States of Tamil Nadu and Uttar Pradesh agree to undertake certain obligations toward the Association; and

WHEREAS the Borrower, in consideration of the Association's agreement to finance the costs of carrying out those additional activities in the Project States and in the States of Tamil Nadu and Uttar Pradesh, has agreed to undertake those additional obligations toward the Association and, to this end, to amend the Development Credit Agreement as set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree to amend the Development Credit Agreement as follows:

ARTICLE I

Definitions

(i) The definition of "Project Cities" in Section 1.02 is deleted and replaced with the following:

"(k) "Project Cities" means, collectively, BCC, CMDA, MCH, and other cities, towns and other municipal authorities in any of the Project States, designated by the Association at the request of the Borrower as cities, towns or other municipal authorities eligible for participating in the carrying out of Part A of the Project;"

(ii) The following definitions are added at the end of Section 1.02:

"(w) "New Project Cities Project Implementation Plan" means each of the project implementation plans of the Project States, dated July 1998 for Andhra Pradesh, July 1998 for Karnataka and June 1998 for West Bengal, for the carrying out of Part A of the Project in the Project Cities, other than BCC, CMDA and MCH, designated by the Association to be eligible for participating in the carrying out of Part A of the Project pursuant to paragraph (k) of this Section as of the date of the Agreement Amending Development Credit Agreement (as hereinafter defined), all approved by the Association, as the same may be amended from time to time with the agreement of the Association;

(x) "Tamil Nadu" means the State of Tamil Nadu, a State of India, and includes any successor thereto;

(y) "Tamil Nadu Agreement" means the agreement between the Association and Tamil Nadu of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Tamil Nadu Agreement;

(z) "Tamil Nadu Project Implementation Plan" means the project implementation plan of Tamil Nadu for the carrying out of Part C of the Project in Tamil Nadu, dated October 1998 and approved by the Association, as the same may be amended from time to time with the agreement of the Association;

(aa) "Uttar Pradesh" means the State of Uttar Pradesh, a State of India, and includes any successor thereto;

(bb) "Uttar Pradesh Agreement" means the agreement between the Association and Uttar Pradesh of even date herewith, as the same may be amended from time to time, and such term includes all schedules and agreements supplemental to the Uttar Pradesh Agreement;

(cc) "Uttar Pradesh Project Implementation Plan" means the project implementation plan of Uttar Pradesh for the carrying out of Part C of the Project in Uttar Pradesh, dated October 1998 and approved by the Association, as the same may be amended from time to time with the agreement of the Association;

(dd) "Agreement Amending Development Credit Agreement" means the Agreement Amending Development Credit Agreement of even date herewith, between the Borrower and the Association; and

(ee) "Agreement Amending Project Agreement" means the Agreement Amending Project Agreement of even date herewith, between the Association and the Project States."

ARTICLE III

Execution of the Project

(i) Section 3.01 (b) is deleted and replaced with the following:

"Section 3.01. (b) Without any limitation or restriction upon any of its other obligations under this Agreement, the Borrower shall cause the Project States to perform in accordance with the provisions of the Project Agreement, Tamil Nadu in accordance with the provisions of the Tamil Nadu Agreement and Uttar Pradesh in accordance with the provisions of the Uttar Pradesh Agreement, all the obligations of the Project States, Tamil Nadu and Uttar Pradesh therein set forth, respectively, shall take and cause to be taken all action, including the provision of funds, facilities, services and other resources necessary or appropriate to enable the Project States, Tamil Nadu and Uttar Pradesh to perform such obligations, and shall not take or permit to be taken any action which would prevent or interfere with such performance."

(ii) The words ", Tamil Nadu and Uttar Pradesh" are added after the words "Project States" in Section 3.01 (c).

(iii) The following is added at the end of Section 3.03: “, by Tamil Nadu pursuant to Section 2.03 of the Tamil Nadu Agreement and by Uttar Pradesh pursuant to Section 2.03 of the Uttar Pradesh Agreement.”

ARTICLE V

Remedies of the Association

(i) New paragraphs (c) and (d) are added in Section 5.01 and read as follows:

“(c) Tamil Nadu or Uttar Pradesh shall have failed to perform any of its obligations under the Tamil Nadu Agreement or the Uttar Pradesh Agreement, as applicable.

(d) As a result of events which have occurred after the date of the Agreement Amending Development Credit Agreement, an extraordinary situation shall have arisen which shall make it improbable that Tamil Nadu or Uttar Pradesh will be able to perform its obligations under the Tamil Nadu Agreement or the Uttar Pradesh Agreement, as applicable.”

(ii) The words “or (c)” are added after the words “paragraph (a)” in Section 5.02.

ARTICLE VI

Effective Date; Termination

New Sections 6.04, 6.05, 6.06 and 6.07 are added and read as follows:

“Section 6.04. The Agreement Amending Development Credit Agreement shall not become effective until evidence satisfactory to the Association shall have been furnished to the Association that the execution and delivery of the Tamil Nadu Agreement and the Uttar Pradesh Agreement on behalf of Tamil Nadu and Uttar Pradesh, respectively, have been duly authorized or ratified by all necessary governmental action.

Section 6.05. As part of the evidence to be furnished pursuant to Section 6.04, the Borrower shall furnish to the Association opinions satisfactory to the Association of counsel acceptable to the Association showing that the Tamil Nadu Agreement and the Uttar Pradesh Agreement have been duly authorized or ratified by, and executed and

delivered on behalf of, Tamil Nadu and Uttar Pradesh, respectively, and are legally binding upon Tamil Nadu and Uttar Pradesh in accordance with their terms.

Section 6.06. (a) Except as the Borrower and the Association shall otherwise agree, the Agreement Amending Development Credit Agreement shall enter into effect on the date on which the Association dispatches to the Borrower notice of its acceptance of the evidence required by Section 6.04.

(b) If, before the effective date of the Agreement Amending Development Credit Agreement, any event shall have occurred which would entitle the Association to suspend the right of the Borrower to make withdrawals from the Credit Account, the Association may postpone the dispatch of the notice referred to in paragraph (a) of this Section until such event or events shall have ceased to exist.

Section 6.07. If the Agreement Amending Development Credit Agreement shall not have entered into effect by ninety (90) days after its date, the Agreement Amending Development Credit Agreement and all obligations of the parties thereunder shall terminate, unless the Association, after consideration of the reasons for the delay, shall establish a later date for the purposes of this Section. The Association shall promptly notify the Borrower of such later date."

SCHEDULE 1

Withdrawal of the Proceeds of the Credit

(i) The table in paragraph 1 is deleted and replaced with the following table:

<u>Category</u>	<u>Amount of the Credit Allocated (Expressed in SDR Equivalent)</u>	<u>% of Expenditures to be Financed</u>
(1) For Part A of the Project:		
(a) Civil works	21,900,000	90%
(b) Equipment, vehicles, medicines, furniture, IEC and Maternal and Child Health materials	11,800,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost), and 80% of local expenditures for other items procured locally
(c) Consultants, PMPs and PVOs' services and training	7,700,000	100%
(d) Incremental operating costs	10,000,000	90% of local expenditures until March 31, 1995, and 65% thereafter
(2) For Part B of the Project:		
(a) Consultants' services	-----	-----
(b) Equipment, vehicles and furniture	-----	-----

<u>Category</u>	<u>Amount of the Credit Allocated (Expressed in SDR Equivalent)</u>	<u>% of Expenditures to be Financed</u>
(3) For Part C of the Project:		
(a) Civil works	2,120,000	90%
(b) Equipment and furniture	530,000	100% of foreign expenditures, 100% of local expenditures (ex-factory cost), and 80% of local expenditures for other items procured locally
(c) Consultants' services and training	160,000	100%
(d) Incremental operating costs	490,000	65%
(4) Unallocated	3,000,000	
TOTAL	<u>57,700,000</u>	

(ii) A new sub-paragraph (iii) is added to paragraph 2 (c) and reads as follows:

“(iii) consumables, rent and maintenance of vehicles, office equipment and buildings, all in respect of the Project.”

(iii) New paragraphs 4 and 5 are added and read as follows:

“4. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of the Agreement Amending Development Credit Agreement on account of activities carried out (i) by or in any Project City other than BCC, CMDA and MCH under Part A of the Project or (ii) by or in Tamil Nadu or Uttar Pradesh under Part C of the Project.

5. The Association may require withdrawals from the Credit Account to be made on the basis of statements of expenditure for expenditures for: (a) goods and works under contracts costing less than \$50,000 equivalent each; (b) services under contracts costing less than \$100,000 equivalent each for employment of consulting firms and \$50,000 equivalent each for employment of individual consultants; (c) training; and (d) incremental operating costs; all under such terms and conditions as the Association shall specify by notice to the Borrower."

SCHEDULE 2

Description of the Project

A new Part C is added and reads as follows:

Part C: Improving Logistics Systems

Improvement of logistics systems for urban family welfare services in Tamil Nadu and Uttar Pradesh regarding procurement, transport and distribution of medical supplies by construction of storage facilities, provision of storage and material-handling equipment, provision of data processing equipment for computerized inventory management and provision of required technical assistance."

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in New Delhi, India, as of the day and year first above written.

INDIA

By */s/ Rahul Bhatnagar*

Authorized Representative

INTERNATIONAL DEVELOPMENT ASSOCIATION

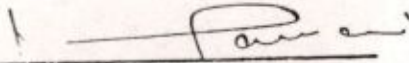
By */s/ Edwin Lim*

Country Director, India

INTERNATIONAL DEVELOPMENT ASSOCIATION

CERTIFICATE

I hereby certify that the foregoing is a true copy
of the original in the archives of the International
Development Association.

A handwritten signature in dark ink, appearing to read 'P. ...', is written over a horizontal line.

FOR SECRETARY